Bengaluru Central City Corporation

Tender Notification No: BCCC/EE/TEC/Tend/01/2026-27 **Date: 24-07-2026.**

Request for Proposal (RFP)

For

Selection of Advertisement Agencies for Day to Day Maintanance and Exclusive Commercial Advertisement Rights on Existing Underpasses in Bengaluru Central City Corporation (BCCC) Limits for 10 Years.

Disclaimer

The information contained in this Tender document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Bengaluru Central City Corporation (BCCC) or any of their employees or advisors ,is provided to Bidder(s) on the terms and conditions set out in this Tender and such other terms and conditions subject to which such information is provided.

This Tender is not an agreement and is neither an offer nor invitation by the BCCC to the prospective Bidders or any other person. The purpose of this Tender is to provide interested parties within formation that may be useful to the min making their qualification proposals and financial offers pursuant to this Tender (the "Bid"). This Tender includes statements, which reflect various assumptions and assessments arrived at by the BCCC. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. The assumptions, assessments, statements, and information contained in this Tender may not be complete, accurate, adequate, or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements, and information contained in this Tender and obtain independent advice from appropriate sources.

Information provided in this Tender to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The BCCC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The BCCC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law ,statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender or otherwise ,including the accuracy, adequacy, correctness, completeness or reliability of the Tender and any assessment, assumption,

statement or information contained therein or deemed to form part of this Tender or arising in any way in this Bid Stage.

The BCCC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Tender. The BCCC may be in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender.

The issue of this Tender does not imply that the BCCC is bound to select a Bidder or to appoint the Selected Bidder and the BCCC reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expense s associated with any demonstrations or presentations which may be required by the BCCC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the BCCC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Bengaluru Central City Corporation

No: BCCC/EE/TEC/Tend/01/2026-27

Office of the Executive Engineer
Traffic Engineering Cell Division
Room No: 09, Ground Floor, Annex Building-3,
Greater Bengaluru Authority Office Premises,
NR Square, Bengaluru-560002
e-Mail: tecbccc@gmail.com

Dated: 24-07-2026

Invitation For Tender (IFT)
Short Term Tender Notification (Two Cover System)
(Through Gok KPP Portal Only)

1. The Executive Engineer- Traffic Engineering Cell Division invites tenders on behalf of the Commissioner, Bengaluru Central City Corporation (BCCC), Bengaluru from eligible Tenderers for the work detailed in the table below. The tenderers may submit tenders for work given in the table through Karnataka Public Procurement Portal (KPPP) of the Government of Karnataka (https://KPPP.karnataka.gov.in). The Tenderers are advised to note the minimum qualification criteria specified in respective Clauses of the Instructions to Tenderers to qualify for award of the contract.
2. Tender documents may be downloaded from the KPP portal of the Government of Karnataka from 27-07-2026.
3. Tenders must be accompanied by Earnest Money Deposit specified for the work in the table below. Earnest money deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid 180 days beyond the validity of the tender.
4. Tenders must be submitted online through KPP Portal on or before 17.00 hours on 07-08-2026 and the opening of tenders will be as per the KPP portal guidelines.
5. Other details can be seen in the tender documents.

Sl No	Package No	Location	EMD In Rupees	Contract Period	Cost of Tender Form in Rs.
1	2	3	4	5	6
1	**Underpass-1**: Underpass at Maharani College, Ayurveda College & Lulu Mall (Reservation: General Category)	Underpass at Maharani's College on Palace Road. Underpass near Ayurveda College on Dhanvantri Road Underpass on Vatal Nagaraj Road Near Lulu Mall.	Rs 10.0 lakhs (Rs. Two lakh through e-payment & remaining Rs Eight Lakhs as specified in bid document).	10 (Ten) Years	As per KPP Portal
2	**Underpass-2**: Underpass at KR Circle, Tagore Circle & BDA Head Office (Reservation: General Category)	Underpass at KR Circle Underpass Near SSLR Office & BESCOM Office. Underpass at Tagore Circle on KR Road. Underpass Near BDA Head Office T Chowdaiah Road	Rs 10.0 lakhs (Rs. Two lakhs through e-payment & remaining Rs Eight Lakhs as specified in bid document).	10 (Ten) Years	As per KPP Portal
3	**Underpass-3**: Underpass at Malleswaram Circle & Dairy Circle (Reservation: SC / ST Category)	Underpass at Malleswaram Circle Underpass on MKK Road & Sampige Road Junction. Underpass at Dairy Circle Underpass on Bannerghatta Main Road.	Rs 10.0 lakhs (Rs. Two lakhs through e-payment & remaining Rs Eight Lakhs as specified in bid document).	10 (Ten) Years	As per KPP Portal

Calendar of Events

Availability of RFP Online: 27-07-2026 onwards.

Last Date for Tender queries: 31-07-2026 up to 15-00 Hrs. Only through KPP Portal.

Pre bid Meeting on: 01-08-2026 at 15-00 Hrs. at the Office of the Chief Engineer, Bengaluru Central City Corporation, Zone-2, Room No: 405, 4th Floor, Annex Building-3, Greater Bengaluru Authority Office Premises, NR Square, Bengaluru-560002.

Last Date for Receipt of Tender is: 07-08-2026 up to 17-00 Hrs.

Date of opening of technical Bid is: 10-08-2026 at 11-00 Hrs.

Date of opening of financial Bid after approval of technical bid

Note:

1. Technical Bids will be opened on the website https://KPPP.karnataka.gov.in in the office of the Executive Engineer, TEC Division on 10-08-2026 at 11-00 hours.
2. Aspiring Bidders / Contractors who have not registered in KPP Portal should register before participating through the website https://KPPP.karnataka.gov.in
3. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with bid.
4. All the required information required for Bids must be filled and submitted online.
5. For details, registration and e-payment visit GOK KPP Portal website https://KPPP.karnataka.gov.in or contact KPP Helpdesk at 080 – 22441076.
6. This tender notice can also be seen on the GBA website www.bbmp.gov.in.
7. All Supporting Documents, Communications etc shall be in Kannada / English Language Only.
8. The Greater Bengaluru Governance Act, 2024, or The Greater Bengaluru Area (Advertisement) Rules, 2025, will legally prevail over the Tender Document in case of any discrepancy or contradiction.
9. As per Rule-27(A)(h) of The Karnataka Transparency in Public Procurements Rules, 2000. For Underpassess which are reserved for Schedule Cast or Schedule Tribes, If the contractor is a firm, then all the partners or members of the firm shall belong to the Scheduled Castes or Scheduled Tribes as the case may be. The Certificate (For individual or all partners / joint ventures if applicable) issued by the Revenue Department, Govt of Karnataka has to be uploaded in the KPP Portal.
10. As per Rule-27(A)(i) of The Karnataka Transparency in Public Procurements Rules, 2000. The contractors belonging to the Scheduled Castes or Scheduled Tribes shall be domicile of the State of Karnataka for more than 10 years. The Certificate (For individual or all partners / joint ventures if applicable) issued by the Revenue Department, Govt of Karnataka has to be uploaded in the KPP Portal.

Sd/-
(B Prabhakara)
Executive Engineer
Traffic Engineering Cell Division
Bengaluru Central City Corporation

Copy Submitted to the:

1. Personnel Section of Hon'ble Administrator, Bengaluru Central City Corporation to bring

into the notice of the Hon'ble Administrator.

2. Hon'ble Commissioner, Bengaluru Central City Corporation for kind information.
3. Special Commissioner (Revenue, Advertisement & IT), Greater Bengaluru Authority for Kind Information.
4. Additional Commissioner (Development) Bengaluru Central City Corporation for kind information.
5. Additional Commissioner (Revenue) Bengaluru Central City Corporation for kind information.
6. Chief Engineer (Zone-1 & 2), Bengaluru Central City Corporation for kind information.
7. Superintending Engineer (Zone-1 & 2), Bengaluru Central City Corporation for kind information.
8. DCIO with a Request to publish the same in the Greater Bengaluru Authority Website.
9. Public Relation Officer, Bengaluru Central City Corporation to publish in two leading National Newspapers in Kannada and English and to publish the same at National Level.
10. Notice Board / Office Copy.

24/07/2016

(B Prabhakara)
Executive Engineer
Traffic Engineering Cell Division
Bengaluru Central City Corporation

Table 1: Other important information related to the tender.

Sl. No.	Item	Description
1	**2**	**3**
1	Bid Validity Period	180 days from the last date of submission of proposals.
2	Performance Security equal to 12 Months Ground Rent Plus Advertisement Fees (1st Year) payable by the Bid Winner to BCCC as Performance Bank Guarantee or Surety Bond	As per Greater Bengaluru Area (Advertisement) Rules 2025.
3	Deadline / last date for signing contract	Within 15 working days of notice of award.
4	Term or time period for which the Commercial Advertisement Rights will be assigned and the agreement will be entered into with the bid winner of each Zone	10-Years from the date of Agreement

1. Introduction

1.1 Background

1.1.1 Bengaluru Central City Corporation (BCCC) is one of five City Corporation established under Greater Bengaluru Authority (GBA) for Bengaluru City which is the third largest Metropolitan City in India and has seen tremendous growth since the city was established. The Bengaluru Central City Corporation (successor of what was first established as Greater Bengaluru Municipal Corporation on 27th March 1862) has been responsible for sustaining and managing Bengaluru's civic body and infrastructure. The BCCC is also responsible under section 160, 161, 162 and 163 of the Greater Bengaluru Governance Act, 2024, for the complete regulation, management and according to approval to erect, exhibit, fix or retain any kind of advertisement or display within the Corporation limits.

1.1.2 The Greater Bengaluru Area (Advertisement) Rules 2025 have been promulgated under the Greater Bengaluru Governance Act 2024 (GBG Act 2024) which prescribe the details of operationalization of the provisions of the GBG Act 2024 with respect to advertisements.

1.1.3 The Bengaluru Central City Corporation (BCCC) desires to assign the rights to qualified registered / licensed advertisers for commercial advertisements in the BCCC as per the Greater Bengaluru Area (Advertisement) Rules 2025.

1.1.4 Advertisements that can be displayed and commercial rights for them are independently granted under the said Rule by the Commissioners.

1.1.5 The Greater Bengaluru Area (Advertisement) Rules 2025 read with the Greater Bengaluru Governance Act 2024 shall govern the assignment of the commercial advertisement rights under this tender.

1.2 General Provisions as regards Commercial Advertisements being assigned through this tender –

Subject to the Greater Bengaluru Area (Advertisement) Rules 2025 and the GBG Act, 2024, the relevant provisions of Rules are extracted below for information& compliance of all the bidders–

i) No advertisement, other than self-advertisement, shall be permitted on any road

less than Eighteen Meters in width subject to these Rules:

ii) Provided that, in case of areas declared for Commercial or Industrial use under the approved master plan, the said prohibition on advertisements on less than sixty feet road width shall not apply but shall be subject to restrictions & regulations as per these Rules.

iii) The maximum size and dimensions permitted for an individual advertisement or display shall be as specified in Schedule-III.

iv) Subject to maximum size and dimensions of an individual advertisement and other conditions and restrictions specified under these Rules, the maximum permissible paid advertisement on every running length of a road (as specified below) or at a circle or an area shall be as follows, –

Road / Circle / Area Type	**Maximum permissible paid advertisement area per running 200 meter of road (both sides included) or Circle or Area**
Road width or RoW not less than 18 meters but less than 24 meters	1000 square feet (both road-sides included) per 200 meter of road length:
Road width or Row not less than 24 meters but less than 30 meters	1200 square feet (both road-sides included) per 200 meter of road length:
Road width or Row not less than 30 meters but less than 60 meters	1500 square feet (both road-sides included) per 200 meter of road length:
Road width or Row not less than 60 meters	1600 square feet (both road-sides included) per 200 meter of road length:
Circle	3000 square feet per fifty thousand square feet Circle area:
Any other Area / Locality declared as Commercial or	(i) For roads more or equal to 18 meters width – same as above.

Road / Circle / Area Type	Maximum permissible paid advertisement area per running 200 meter of road (both sides included) or Circle or Area
Industrial area in the Master Plan or by the Commissioner	(ii) For roads less than 18 meters but not less than 12 meters in width = 600 Square feet (both side included) per 200 meters (iii) For roads less than 12 meters but not less than 6 meters = 500 Square feet (both side included) per 200 meters

Provided that the Commissioner may, by order, declare specified areas or roads as the "Special Business or Commercial Area / Roads" then in such areas or roads the commercial advertisement limits given in above table shall be for every 100 meter instead of per 200 meters.

Provided that inter-se distance between two commercial hoardings or bill-boards, subject to these Rules, shall not be less than 50 (fifty) meters as measured from edge of one hoarding to another. This shall not apply to V-Shaped hoarding carrying two hoardings back-to-back facing in opposite directions.

i) The Commissioner, within the upper limits of advertisement area allowed on a two hundred meters length of road or the area of a Circle or an open plot or locality, may vary other restrictions, including increasing the minimum inter-se distances between the advertisement displays, reducing the advertisement display area allowed for advertisements per 200 meters; in larger public interest and to preserve the aesthetics and look of the city.

ii) The City Corporation shall divide the whole city into suitable stretches of roads, circles and areas through a notification with approval of the Commissioner which may be issued and modified from time to time and the paid advertisements shall be permissible only on these roads, circles and areas as specified in these Rules.

iii) The right to do paid advertisements on these road stretches, circles and areas shall be given only to the licensed advertising agencies through an open auction/tender

in accordance with the Karnataka Transparency in Public Procurement Act, 1999 (Karnataka Act 29 of 2000) and rules made there under, conducted through e-procurement portal of the Government. The minimum Advertisement Fee for the same shall be as per minimum rates specified in Schedule-II. Provided that the Government may from time to time by Notification increase the minimum prescribed advertisement fee rates in Schedule-II and same shall be payable by everyone who is required to pay as per the minimum Advertisement Rates in Schedule-II. Provided further that if the Contract Agreement or the order assigning the advertisement rights specifically prescribes non-escalation or the prescribed advertisement fee rate is already more than the revised rate then the said revision shall not be applicable in such cases.

iv) The bid winner with respect to any stretch of road or circle or area shall have the right to utilize the same for advertising on behalf of other or for others in accordance with these Rules. The advertisement spots, premises or spaces can be either privately owned or owned by Government or Government owned Public sector Units or the City Corporation or any Government Agency. Before displaying any advertisement, apart from complying with the requirement specified under these Rules, the requisite agreements and permissions from the owners of the spots or buildings or vacant lands, both the Government and private owners, falling on the assigned road or Circle or the area, shall be done by the bid winner himself at his own costs and in accordance with applicable laws and rules in this regard:

Provided that, in case of private property or land on which the infrastructure for the paid advertisement is erected shall be charged and paid as additional property tax for each such advertisement to the City Corporation an amount as prescribed for advertisement hoardings, for the time period the advertisement infrastructure remains erected thereon.

Provided that in case of an erection of such an advertisement in common area in a Property which otherwise has multiple properties/owners then the management or the authority competent to grant the right to erect the advertisement in such a common area shall be liable to pay the additional property tax applicable for the advertisement hoardings. The erections and display by the Licensed Advertiser who has won the right to do commercial

advertisements in an area or a road or a Circle, shall also be allowed on the residential properties as per these Rules and such properties shall also be liable to pay the prescribed additional property tax for each erection to the City Corporation.

Provided also that, in case the said property or land is a B-Register property or does not have any Khata from the City Corporation then commercial advertisement thereon shall not be permitted and such a property always has an option to obtain A-Khata after duly complying with the prescribed requirements and then be used for erection of commercial advertisements as per these Rules.

The City Corporation reserves right to remove the advertisements on any such properties or lands which are without Khata or outside property tax list immediately upon their coming to the notice of the City Corporation.

Provided further that the advertisements or displays on Bengaluru Metro Pillars and Bengaluru Metro Stations and Infrastructures belonging to the Bengaluru Metro Rail Corporation Limited (BMRCL) are excluded from the assigned rights to any bid winner even when the same falls within the assigned area or road or Circle. The same shall be put to separate suitable tender by the by the BMRCL in conformity with these Rules and subject to payment of the Advertisement Fee and other levies as prescribed in these Rules.

NOTE: The advertisement fee payable to the City Corporation is only for the rights to do advertisements for or on behalf of others. No right whatsoever accrues to such an advertiser merely by virtue of payment of advertisement fee to City Corporation to erect or display any advertisement or display on any property or land or plot falling on the assigned road or area or Circle without independently taking permission of the owner thereof and entering into a proper agreement for the same. The money payable to the owner of the property or land for such a usage by the licensed advertiser shall be over and above the advertisement fees payable to the City Corporation and are left to be decided between the licensed advertiser and the property owner.

i) The City Corporation, through its Special / Additional Commissioner (Advertisements) or the Zonal Joint Commissioner or the authorized officers, shall enforce these Rules to ensure that no unauthorized advertisement comes up on any road or Circle or area, including the roads, circles and areas allotted to the licensed advertisers. Any

unauthorized advertisement shall be forthwith removed and any advertisement fees or penalty or other dues with respect to such unauthorized advertisement shall be collected and retained by the City Corporation in accordance with these Rules. The licensed advertiser assigned to the road or Circle or area where the enforcement is done by City Corporation, shall be bound to assist the City Corporation in the enforcement and removal of the unauthorized advertisements.

ii) The open auction / tender of the stretches of roads, circles and the areas may be done individually or after clubbing them together in suitable lots. The decision in this regard shall be taken by the Commissioner in the best interest of the Corporation.

iii) The assignment and all auctions / tenders with respect to advertisements inside the properties of railway or Bengaluru Metro Rail Corporation Limited (BMRCL) or bus-stands or Karnataka State Road Transport Corporation (KSRTC) or Bangalore Metro Transport Corporation (BMTC) or other Government owned Public Sector Units, which are visible to public visiting inside these properties, shall be decided by the concerned agencies themselves as per their own rules and procedures and the proceeds thereof shall be fully retained by these agencies.

iv) The tender to award the rights to advertisement on the BMRCL pillars, piers etc which are visible to open public spaces may be done by the BMRCL. This award by the BMRCL shall be in conformity of these Rules and subject to regulation by the City Corporations. The advertisement revenues shall be liable to be paid by the vendor for assigned advertisement rights for the space allowed irrespective of the fact whether the space is actually put to use for advertisement or not. The advertisement revenues collected from assignment of the advertisement rights (except advertisement revenues for inside advertisements within the properties of the BMRCL which are exempted from the advertisement fees) shall be put in a joint bank account of the City Corporation and the BMRCL exclusively opened for this purpose and the same shall be shared equally between City Corporation and BMRCL. Provided that the BMRCL shall not assign advertisement rights to anyone under this provision at a rate less than the rate prescribed in Schedule II.

v) The right to display any advertisement visible from the public streets or roads, including

on properties of any Government Department, Public Sector Unit or Government owned agency, shall be assigned only by the concerned City Corporation and through public auction/tender specified in these Rules and the advertisement fee thereof shall be fully payable to the City Corporation.

vi) It is clarified that in addition to payment of the Advertisement Fees which an advertiser is bound to pay as per these Rules, the Government Agency or the Public Sector Unit or the Government Department, is at liberty to collect Ground Rent for allowing use of their properties for advertisement after approval and assignment by the City Corporation.

vii) In case any category of free or self-advertisement exceeds the maximum specified size as per provisions of these Rules, the same shall be liable to pay for full area of the advertisement to City Corporation at applicable minimum Advertisement Fee rate as per Schedule-II.

Illustration: If a shop is permitted for a free self-advertisement under these Rules upto 150 sq. ft., but has erected self-advertisement of 175 sq. ft., then it shall be liable to pay minimum advertisement fee applicable as per Schedule 2 for the full 175 sq.ft. of the self-advertisement. The same are liable to be removed by the City Corporation in case the same violates any of the conditions in these Rules.

Provided that in case of "Malls" – where the word "Mall" shall mean a large indoor or enclosed shopping centre which falls under and is paying Property Tax under Category-VI as per the Bruhat Bengaluru Mahanagara Palike Notification No. Commr/BBMP-DC(Rev)/5675/15-16 dated 9th March 2016 and which has paid up-to-date property tax, are allowed to do commercial advertisements, other than self-advertisements for on-premises entities which are free-of-cost up to the size restrictions prescribed under these Rules, on their premises and buildings facing the public roads subject to the size and other restrictions as applicable for commercial advertisements. The said commercial advertisements, other than self-advertisements, shall be liable to pay to the City Corporation the advertisement fees at the applicable minimum Advertisement Fee rate as per Schedule-II. These commercial advertisement shall not be counted towards the quantum of commercial advertisement permitted to a bid winner of the area/road/circle on which the "Mall" falls. In case of any dispute

arises with regard to size and restrictions as to commercial advertisements on a "Mall" facing the public roads, the decision of the Commissioner shall be final.

i) Any unauthorized or illegal advertisement shall be removed immediately when it comes to notice, but both the owner of the premises or land where the unauthorized advertisement was displayed and the advertiser are liable to pay penalty at a rate of twice the Advertisement Fee fixed in auction / tender for the said road or Circle for the period of erection – that is until removal. Therefore, penalties for unauthorized or illegal advertisement shall be liable to be paid from the date of erection of the infrastructure for advertisement whether actual display of advertisement is done or not and until the removal of the same.

Provided that where no such rate has been fixed, then at the rate fixed in auction/tender for the nearest road or Circle or area or at the Minimum Advertisement Fee fixed for the said road or Circle or area in Schedule-II, whichever is higher.

ii) The advertisement fee for authorized advertisements or displays shall become due to be paid upon completion of six months preparatory period from the date of assignment of advertising rights under these Rules in case the advertisement rights being assigned in a given bid exceeds 2000 Square Feet but shall be three months when assigned advertisement space in a given bid does not exceed 2000 Square Feet. The said preparatory period shall not be extended under any circumstances beyond an additional period of three months that Commissioner City Corporation shall order clearly giving extraordinary circumstances occasioning such permission of the extension. Provided that any advertisement infrastructure actually erected and put to commercial advertisement before the completion of preparatory period shall be liable to pay the applicable Advertisement Fee and after the expiry of the preparatory period the full advertisement fee shall be payable whether or not the erection or actual display of advertisement is started. The said date shall be called the Effective Date for the purposes of payment of advertisement fees. The advertisement fees or the penalties, as the case may be, shall be paid for each completed month from the date they become due. Any delay in payment of the authorized advertisement dues shall be levied with interest charges at a rate of eighteen percent (18%) for the delayed payments.

Illustration: If an advertisement right for an authorized advertisement is assigned on 17.5.2023 by way of signing of the Agreement, then the Effective Date for advertisement fee payment shall be 17.11.2023 and its first month's payment shall be made for the first month completed on 17.12.2023 and second month completed on 17.01.2024 and so on. In case no payment is made by 24.12.2023 (completion of 7 days beyond the deadline for payment), then interest at the rate of 18% shall be charged for delay for first monthly payment and so on.

iii) Any arrears or unpaid demand for the advertisement from either a licensed advertiser or anyone who is liable to pay the advertisement fee or penalty or interest, if it remains unpaid despite becoming due, shall be recovered mutatis mutandis in the manner prescribed for recovery of demand or arrears of property tax, including by seizure or distraint and distress sale of the moveable properties, attachment of bank accounts or immovable properties and distress sale of immovable properties of the person liable to pay the same. Such a defaulter shall be liable for criminal action under relevant sections of the Act.

iv) The City Corporation shall endeavor to bring the implementation and management of all advertising activities, issuance of licenses and approval or decision ONLINE, through appropriate software as expeditiously as possible. Once the same is done then all the relevant activities and actions specified under these Rules shall be done on and through the said software.

Note:

(i) Tenders for all advertisement displays in the City Corporation jurisdiction shall be invited and processed by the City Corporation.

(ii) The tenders shall be called by City Corporation as per suitable lots and sizes as decided by the Commissioner, in accordance with these Rules.

v) The ten percent of the advertisement time on each electronic display on a daily basis and for non-electronic display for such twenty days in a year for each hoarding as may be directed by the City Corporation or the Government in this regard, the advertisement license winner of any area or road or the circle shall put for advertisement serving public good, free of cost. Provided that no advertisement fee shall be liable to be paid for the period of advertisement and the quantum of the advertisement space actually used by the City Corporation or the Government under this Rule.

vi) There shall be reservation for the Scheduled Castes and the Scheduled Tribes in assignment of the advertisement rights to do advertisements / displays on behalf of others as per percentage of population of the Scheduled Caste and Scheduled Tribe in the Greater Bengaluru Area as per the latest National Population Census duly published by the Registrar General and Census Commissioner of India.

Volume-1
Instructions to Bidders

1.3 Definitions

Acceptance Test means a set of tests to be conducted by BCCC and or its designated agency after successful completion of the construction of the Underpass Frame work which means Bengaluru Central City Corporation (BCCC) comprising various departments, administrative zones and offices defined from time to time in accordance with applicable laws.

Bid means the response to this RFP submitted by the prospective bidders and acknowledged by BCCC as valid.

Bid Security means the bank guarantee to be furnished by the bidders in the prescribed format for the amount and terms detailed in this section.

Bid Value means bidders' estimated capital cost during the construction phase of the Undepasses project as reflected in the bidding Bid.

Commercial Operation Date from the date of Aggrement.

Concession means the award of Contract to the Concessionaire for the erection of advertisement at identified location of Under Pass in Bengaluru Central City Corporation.

Contract means the agreement(s) to be executed between BCCC and the Concessionaire detailing the role, responsibility and liability of each party in respect of erection, operation and maintanace of advertisement panel on Underpass.

Law means any Act, Statue, Ordinance or a State notification enacted after a due process of Legislature of Government of Karnataka and in force.

Concessionaire means the company, which has won and been awarded the Concession for display of advertisement by BCCC.

Project Director / Engineer in Charge means a person or an organization designated by BCCC to deal with the Concessionaire during the entire period of the Contract responsible for monitoring, supervision and reporting functions.

RFP means a set of four volumes of this bid document comprising instructions to bidders, technical requirements & specifications, commercial specifications, formats for bid submission and draft Contract and supplements and amendments that may be issued subsequently.

SLA means the service level agreement to be established for the Undepasses identifying the performance metrics and provisions for penalty for non-performance thereof.

Underpass is a passage, road, or pedestrian pathway that runs underneath another route, such as a busy highway, railway, or waterway. It is designed to allow continuous, uninterrupted flow for traffic or pedestrians by avoiding flat-level (at-grade) crossings

Sub-contractor means agencies and or companies identified by the Concessionaire in its Bid as sub-contractors to provide a part of the services in respect of advertisement on underpasses or during the operation and maintenance phase. The extent of subcontracting to any sub-contractor by the Concessionaire shall be in accordance with the main Contract between BCCC and the Concessionaire.

Supplier means any firm or organization contracted by the Concessionaire to supply equipment, material and consumables during the concession period etc.

Base Ground Rent It is a regular, annual payment made to the City Corporation,

Advertisement Fees in Bengaluru City are strictly governed and fixed by the Greater Bengaluru Area (Advertisement) Rules, 2025 and the respective Greater Bengaluru Governance Act 2024 which are in force. The exact fees, rates, and display allocations are determined by these act & rules rather than arbitrary local policies.

1.3.1 In this Agreement, unless the context otherwise requires,

References to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof as far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder.

References to laws of Karnataka or India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, by laws or notifications

which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted.

References to a "person" and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns.

the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

the words "include" and "including" are to be construed without limitation and shall be considered to be followed by "without limitation" or "but not limited to" whether they are followed by such phrases.

references to "construction" or "building" include, unless the context otherwise requires, investigation, design, developing, engineering, procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning and other activities incidental to the construction, and "construct" or "build" shall be construed accordingly.

references to "development" include, unless the context otherwise requires, construction, renovation, refurbishing, augmentation, up-gradation, and other activities incidental thereto, and "develop" shall be construed accordingly.

any reference to any period shall mean a reference to that according to Indian Standard Time.

any reference today shall mean a reference to a calendar day.

references to a "business day" shall be construed as a reference to a day (other than a Sunday) on which banks in Bengaluru are open for business.

any reference to month shall mean a reference to a calendar month as per the Gregorian calendar; references to any date, period or Project Milestone shall mean and include such date, period or Project Milestone as may be extended following this Agreement.

any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days and dates; provided that if

the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day.

the words importing singular shall include plural and vice versa; references to any gender shall include the other and the neutral gender; "lakh" means a hundred thousand (100,000) and "crore" means ten million (10,000,000); "indebtedness" shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent.

references to the "winding-up," "dissolution," "insolvency", or "reorganisation" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganisation, dissolution, arrangement, protection or relief of debtors.

any reference, at any time, to any agreement, deed, instrument, licence or document of any description shall be construed as reference to that agreement, deed, instrument, licence or other document as amended, varied, supplemented, modified or suspended at the time of such reference, provided that this Sub-clause shall not operate so as to increase liabilities or obligations of the BCCC hereunder or pursuant hereto in any manner whatsoever.

any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effective only if it is in writing under the hand of a duly authorised representative of such Party, as the case may be, in this behalf and not otherwise.

1.4 Measurements and arithmetic conventions

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.

1.5 Priority of agreements and errors / discrepancies

1.4.1 This Agreement, and all other agreements and documents forming part of this agreement are to be taken as mutually explanatory and, unless otherwise expressly

provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof shall, in the event of any conflict between them, be in the following order: this Agreement; and all other agreements and documents forming part hereof; i.e. the Agreement at (a) above shall prevail over the agreements and documents at (b) above.

1.4.2 Subject to the provisions of Clause 1.4.1, in case of ambiguities or discrepancies within this Agreement, the following shall apply: between two or more Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses; between the written description on the Drawings and the Specifications and Standards, the latter shall prevail; between the dimension scaled from the Drawing and its specific written dimension, the latter shall prevail; and between any value written in numerals and that in words, the latter shall prevail.

1.6 Scope

Bengaluru Central City Corporation (BCCC) aims at improving its services to the public of Bengaluru City. The earstwhile BBMP / BDA and other city administrative agencies have constructed / developed the Underpasses for Increase of transportation safety and to reduces congestion by separating crossing paths and eliminating the need for traffic signals in the Bengaluru Central City Corporation (BCCC) limits and they are now handedover to BCCC for daily operation and maintanance at select identified locations. To increse the revenue of the City Corporation now BCCC have brought this tender by allowing the agencies to display the commercial advertisements on these underpasses by prescribed size (as decided by the Corporation) and Collection of Both Ground Rent and Advertisement Fee as revenue collection.

The selected Bidder shall have exclusive rights to manage, operate, maintain, market and sell advertising space on these underpasses (limited size as decided by the BCCC) in the juridiction of Bengaluru Central City Corporation (BCCC) limits subject to the terms and conditions specified in the tender document "as is and where is" basis giving full compliance to technical parameters of As per Greater Bengaluru Area

(Advertisement) Rules 2025 Policy or any other prevailing applicable policy, statutes, codes, applicable laws etc as applicable from time to time.

The advertising rights for the selected underpasses shall vest with the successful bidder. Any person who wishes to advertise on these underpasses will deal directly with the selected bidder and will have no dealing with the Bengaluru Central City Corporation (BCCC) or make any claim on the Bengaluru Central City Corporation (BCCC) for omission or commission etc of the successful bidder.

Successful bidder shall be responsible for the activities associated with Advertising on these underpasses.

a) Obtain all approvals, permits, etc. from all competent and required authorities, including different tiers of government, statutory, local, civic authorities, etc. at its own cost for commercial use of advertisement space. Comply with all statutory requirements in connection with contract / License Agreement.

b) Operate, manage and maintain the entire advertisement plans.

- Preparation of advertising plan for each Underpass along with relevant details like type of advertisement planned etc.

  (Bengaluru Central City Corporation (BCCC) shall consider the plan with respect to aesthetics, operational feasibility, and safety and security concerns. The advertisement media may not include visual display by electronic media (without audio), or any other innovative advertisement media, etc. If the agency is desirous of revising / modifying already in place advertisement anytime during the contract period, the Licensee shall submit revised advertisement plan for approval of Bengaluru Central City Corporation (BCCC))
- Execute the entire advertisement plans through own staff and operate and manage selling & marketing of the advertising space
- Maintain all the display in proper and neat and clean condition and in safe & sound manner for the full currency of the contract.

c) Ensure regular and timely payments of all amounts due to Bengaluru Central City Corporation (BCCC) and discharge all obligations as per contract / License Agreement.

d) Payment of all statutory taxes, local levies, statutory dues, etc as and when due, to Bengaluru Central City Corporation (BCCC) / Electricity companies and other regulatory bodies. GST on advertisement shall be payable as applicable by the successful bidder. The bidder shall submit documentary evidence of the taxes, submit a copy of same for record of Bengaluru Central City Corporation (BCCC).

e) 10% of the advertisement space reserved for making to Promote Bengaluru Central City Corporation (BCCC) Underpasses premises as reputed destination brands for advertising and design of themes depicting Karnataka and its natural beauty and Bengaluru Central City Corporation (BCCC) public intiatives for display at the advertising space as per the tender conditions free of cost.

f) Content must be in compliance with Indian advertising laws.

g) Any advertisements involving offensive, political, or misleading content will not be permitted.

h) No political content or advertisements shall be allowed. In case of any legal or statutory violation due to the displayed advertisements, the Agency shall be solely responsible. BCCC shall bear no liability and reserves the right to terminate the contract without any prior notice.

i) No advertisements shall be displayed by the Agency, which offend any law or religious feelings of any set of people, public morality or defamatory or the display of which is prohibited by any lawful authority. BCCC reserves the right to refuse the display of any advertisements at any time without showing any reason if deemed necessary in the interest of BCCC.

j) BCCC shall not be liable for any legal issues arising out of advertisement content or display.

k) The agency shall be responsible for the safe installation, regular maintenance, and timely replacement of damaged or defaced ads.

l) Installation / Removal of advertisement shall be carried out only during night hours (10-00 PM to next day 6-00 PM) to avoid disruption to traffic operations.

m) Installation and maintenance work of advertisements must be carried out without causing hindrance to public movement or disruption of nearby transit operations.

n) Any damage caused to Underpass infrastructure during installation or maintenance shall be repaired / replaced by the agency at its own cost.

o) The design, material, and sample of advertisements must be pre-approved by BCCC before implementation.

p) All materials used should be of high quality, fire-retardant, non-toxic, and safe for public use.

q) The agency shall ensure regular upkeep of the advertisement space and overall aesthetics of the Underpass to maintain a clean and professional appearance throughout the contract period.

r) The decision of BCCC on all matters arising out of this tender / contract shall be final, conclusive, and binding on all parties.

s) BCCC reserves the right to conduct periodic audits of advertisement displays.

t) Any unauthorized advertisement or violation of terms may lead to penalties or termination.

u) If at any point of time during the period of this contract any authority duly authorised by the Government / GBA / BCCC, require removing or discontinue such advertisements, the successful bidder shall comply with such instructions, and he shall not be entitled to any compensation on account of such removal or discontinuance.

v) The agency shall obtain all necessary permissions / approvals / licenses from local authorities, if required.

w) The initial contract period shall be for 10 years, extendable based on performance for next 5 years on annually basis.

x) Payments must be made in advance or as per the schedule mentioned in the agreement.

y) The Agency shall at his own cost undertake all responsibilities in connection with the obtaining of advertisements and publication of any descriptive literature and collection of all taxes, if any, from the advertisers.

z) On the termination of this agreement, the Agency hereby undertakes to peacefully remove all the advertisement contents on the date of expiry of this contract itself or with in such time as prescribed by BCCC in writing.

1.7 Day to Day Maintanance Protocal of Underpsses.

1. Loose materials and vegetation on the floor of the underpasses are be cleared before and after monsoon.
2. Vegetation growth in weep holes are to be cleared.
3. Carrying out periodic preventive maintenance.
4. Preventing, with the assistance of concerned law enforcement agencies, any unauthorised use.
5. Preventing, with the assistance of the concerned law enforcement agencies, any encroachments.
6. Complying with Safety Requirements
7. Preventive maintenance schedule; arrangements and procedures for carrying out urgent repairs;
8. Concessionaire shall carry out daily maintanance of Underpasses.
9. Arrangements and procedures for carrying out safety related measures; and Drainage catchment areas and existing drainage systems.
10. Clear Catch Basins: Manually sweep away trash, leaves, and plastic debris from storm grate openings daily to allow unhindered water flow.
11. Silt Removal: Clear out accumulated silt, mud, or sludge from the drain line entry points to stop flow choking
12. Weep Hole Inspection: Confirm that retaining wall weep holes are clear and actively discharging trapped groundwater behind the concrete structures.
13. Routine Patrols (Daily/Weekly): Check for non-functional lighting, accumulated garbage, water logging, or fresh vandalism.
14. Periodic Inspections (Pre- & Post-Monsoon): Deep-dive assessment of drainage channels, silt traps, and pumping stations.

15. Principal Structural Audits (Annual): Specialized engineering checks looking for concrete spalling, exposed reinforcement, or cracks in beams and retaining walls.
16. Silt and Debris Clearing: Manual or vacuum clearing of storm drains, catch pits, and trash racks before heavy rain seasons.
17. Pump Station Testing: Bi-weekly automated and manual operational checks on primary and backup submersible pumps if applicable.
18. Signage Visibility: Clean soot and dirt off luminescent overhead signs, clearance bar indicators, and speed limit markers.
19. Waterproofing Maintenance: Injection grouting or polymer mortar replacement where groundwater seepage is identified through cracks
20. Lighting Levels: Routine replacement of burnt-out fixtures to maintain a minimum illumination level (e.g., 50 lux for pedestrian tunnels).
21. Overheight Safety Control: Regular maintenance of physical crash barriers or overhead goalpost bars positioned 100 meters ahead of the underpass to catch tall trucks.
22. Surveillance: Bi-weekly cleaning and alignment of CCTV cameras and checking real-time communication feeds to the central corporation / traffic control room.
23. Off-Peak Scheduling: Deep cleaning and major structural works must be scheduled strictly during night shifts (e.g., 10:00 PM to 6:00 AM)
24. Safety Protocol Compliance: Setting up standard work zone safety cordons, proper shoring, and signage according to local road safety rules
25. Visual checks for surface debris, standing water, burnt-out lighting, and fresh graffiti
26. Engineering assessments of retaining walls, concrete degradation, reinforcement corrosion, and structural cracks
27. Triggered immediately following severe weather events, flash floods, seismic activity, or heavy vehicle impacts

28. Sump Pit Evacuation: Clear accumulated silt and trash from sediment traps before every monsoon or rainy season.
29. Pump Station Testing: Run automated and manual tests on primary and auxiliary submersible pumps every month.
30. cupper and Grate Cleaning: Clear all storm drain grates weekly of leaves, plastics, and debris that choke water inflow.
31. Crack Sealing: Inject epoxy or polyurethane resins into concrete walls annually to arrest moisture ingress.
32. Expansion Joint Care: Replace worn elastomeric seals promptly to prevent water from seeping into underlying soil layers.
33. Wall Cleansing: Power-wash tiled or painted vertical walls bi-annually to maintain high visibility and remove exhaust soot.
34. Illumination Tuning: Replace flickering or dead LED luminaires immediately to maintain uniform, glare-free light levels day and night.
35. Signage Visibility: Clean and repair reflective traffic signs, lane markers, and height-clearance barriers every six months.
36. SCADA Integration: Continuously monitor real-time water-level sensors and automated CCTV warning feeds via the central corporation / traffic control room.
37. Flood Gates Control: Deploy automated or manual boom barriers instantly if water depth indicators cross the critical threshold (typically 15–20 cm).
38. Public Alerts: Flash warning messages on Variable Message Signs (VMS) upstream to divert traffic before vehicles enter a flooded underpass.
39. Coordination with juridictional traffic police.
40. Any Serious / Majaor repairs to be carried out, these shall be reported to the concerened Juridictional Executive Engineer with a intimation to Executive Engineer

Traffic Engineering Cell Division on every month and immediately after such defectes are noticed.

41. The advertisement panels to be kept clean from dust stains etc. at all times. It is to be ensured that posters etc. are not pasted on any of the panels and on structural part of underpass.
42. Proper drainage should be maintained on the floor and steps and no accumulation of water, liquid etc. is allowed at any time.
43. The Illumination / lighting arrangement at the underpass should be functional at all times. Electrical safety is to be ensured for users as well as concessionaire's staff as per IRC guidelines for Subways and Pedestrian bridges.
44. All structural members, arrangements and advertisement panels are to be periodically inspected and maintained in good condition as per the standard industry practice.
45. All labours laws shall be followed like PF, ES, And Minimum wages etc. Uniform should be provided for all the employees working at the Underpass.
46. The flower plants and shrubs are to be kept and watered regularly and the wastes to be disposed off.
47. Landscaping: The Concessionaire shall put flowering plants and other shrubs around each Underpass to an extent of 250 mts. on both sides as per the approval of the BBMP and maintain the same in good condition at all times.
48. Cleaning of the Underpass: The Concessionaire shall ensure minimum daily cleaning of the Underpass and no litter shall be allowed.
49. Garbage Disposal: The Concessionaire shall install litterbins as specified near the Underpass and disposal of the collected waste shall be the responsibility of the Concessionaire.
50. Visual Documentation: Supervisors must capture geotagged before-and-after photographs of any localized repairs or heavily cleared drainage inlets.
51. Road Surface: Document potholes, rutting, or asphalt distress for immediate cold-mix patching for a distance of 250 meters on either side from the center of underpass.
52. Reflectors: Replace damaged cat-eyes and reflective road studs within 24 hours. for a distance of 250 meters on either side from the center of underpass.
53. The overall maintenance, handling of Underpass should be proper.

1.8 List of Documents comprising the RFP

The Request for Proposal (RFP) document for the Commercial Advertisement on Underpasses Project consists of four volumes viz.

Volume-1 "Instructions to Bidders"

Instructions to Bidders

Bid Process – preparation and submission.

Bid Evaluation

Award Criteria

Volume-2 "Technical requirements and specifications"

Scope of the project

Roles & Responsibilities of the Stakeholders

Functional Requirements

Technical Requirements

Volume-3 "Commercial Specifications"

Financing

Revenue Model

Implementation Schedule

Contract terms

Volume-4 "Forms for bid submission"

Formats for technical bid

Formats for financial bid

The bidders are expected to examine all instructions, forms, terms, Underpasses project requirements and other information in the RFP document. Carrying out detailed due diligence of information furnished in the RFP is the responsibility of the bidders. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and cost, may result in rejection of its Bid and forfeiture of the Bid Security.

1.9 Acknowledgment of Receipt

It is required by the prospective bidders to acknowledge receipt of this RFP by sending the following information (details of bidders contact personnel) to BCCC at the address

mentioned below by direct mail. The contact personnel of the prospective bidders shall not be changed during the bid process. Bidders, who send an acknowledgement of receipt of the RFP, would be registering their interest to bid for the Advertisement on Underpass project. Bidders are requested to send a notice of intent to bid to the BCCC as in Attachment 1 by email. Bidders are also requested to send a confirmation to attend the pre-bid meeting proposed on the date indicated in the bidding process timetable and as notified in the Tender Notification.

All Submissions should be through KPP Portal only.

Bengaluru City Corporation Address	Bidder Information
1) Sri. Vijay Kumar Haridas	Company Name
Chief Engineer (Zine-2)	Address
Bengaluru Central City Corporation	Primary Contact:
N R Square, Bengaluru-560002	Name
	Address
2) Sri. Prabhakara B	e-mail Address:
Executive Engineer	Telephone Number
Traffic Engineering Cell Division,	Secondary Contact:
Bengaluru Central City Corporation.	Name
NR Square, Bengaluru. - 560002	Address
e-mail Address: tecbccc@gmail.com	e-mail Address:
	Telephone Number

1.10 Clarifications

All enquiries and or clarifications from the bidders related to this RFP should be filed through KPP Portal Only.

1.11 Supplemental Information

If BCCC deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such supplements shall be deemed to be incorporated by this reference into this RFP and binding on the bidders.

1.12 Key Activities and Dates

The Schedule of Key Activities for the purpose of this RFP describing the bid process is outlined below:

Sl. No	Activity	Date
1	2	3
1	Issue of RFP by BCCC through KPP portal	Same as date of uploading
2	Site Visits	Any day (Before 48 Hrs of the Last Date & Time of Bid Submission, on all working days between 11-00 Hrs to 16-00 Hrs)
	Submitting Pre-Bid Quires (Only through KPP Portal Only)	31-07-2026 up to 15-00 Hrs.
3	Pre-Bid Meeting	01-08-2026 at 15-00 Hrs
4	Last Date for submission of bids	07-08-2026 before 17-00 Hrs
5	Opening of Technical Proposals	10-08-2026 after 11-00 Hrs
6	Award of contracts	Will be intimated to qualified bidder.
7	Contract Signature and closure	Will be intimated to qualified bidder.

1.13 Bid Preparation and Participation Costs

The bidder is responsible for all costs incurred in connection with participation in the Bid Process including and not limited to costs incurred in conduct of informative and other diligence activities, making site visits, participation in meetings / discussions / presentations, preparation of proposal, in providing any additional information required by BCCC to facilitate the evaluation process, and in negotiating a definitive Agreement or all such activities related to the Bid Process.

1.14 Qualification Criteria (Technical & Financial)

All bidders shall provide the requested information accurately and in sufficient detail in qualification information.

The Bidder may be a **Single Entity, No Joint Ventures will be allowed.**

The bidder shall be an Single Entity, either registered under Indian Partnership Act 1949 or a Company registered under the Indian Companies Act 1956.

The Bidder shall satisfy the following technical and financial criteria.

A. Technical Criteria:

- The bidder-Single Entity having experience in Advertising Business in the last 5 years.
- Should have Advertising Business in any Central Govt / State Govt or Public Sector under takings in public sector.
- In case of Reserved locations all the members of the company / entity shall be to be from same reserved category only.

The Technical Experience should be demonstrated by the Bidders through proper documentary evidence to the satisfaction of BCCC.

If the bidder is not registered in BCCC, you should register with BCCC advertisement department once tender is awarded (post Tender process).

Bidder should issue a statement undertaking total responsibility for the concession period.

A technical evaluation on the parameters of commercial potential (such as maximum scope for providing advertisement panels without disturbing aesthetics), safety aspects and structural feasibility will be carried out.

No Applicant or its Associate shall submit more than one Application for the competition. An Applicant applying individually or as an Associate shall not been entitled to submit another application either individually or as a member of any consortium, as the case may be.

Additional public utilities such as Toilets, Information Services, Wi-Fi services, etc. and maintenance of footpath and median near a particular location of Underpass for a length of 500m on either side as per standards of BCCC will be preferred for technical scores. Technical Score will also be given to bidder who will be giving extra public utilities and amenities near the underpass.

B. Financial Capability

The Bidder should have Minimum Net worth of Rs. 1000.00 lakhs for General Category and Rs 500.00 Lakhs for reserved category at the end of the latest financial year. Individual Member if applying should have a minimum Annual turnover of Rs. 500.00 Lakhs for General Category For reserved category Rs 250. Lakhs in last five years.

Bidder should be profit-making organization/s for 2 years out of the last 5 years.

The Financial Capabilities should be demonstrated by the Bidders through proper documentary evidence to the satisfaction of BCCC.

To qualify for a package of contracts made up of this and other contracts for which tenders are invited in this IFT, the Tenderer must demonstrate experience and resources to meet the aggregate of the qualifying criteria for each package.

Note: The statements showing the value of existing commitments and on-going work as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.

Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

a. made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
b. record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
c. participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

1.15 Bid Security (Earnest Money Deposit)

Bidders shall submit along with their bids, Bid Security in the form of EMD through KPP Portal for the amounts as mentioned.

EMD Amount shall be submitted by the Tenderer taking into account of the following Conditions.

EMD for work is Rs. **10.00 Lakhs**. Out of which Rs.2.00 Lakh shall be accepted only in the form of Electronic Cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Government's Central Pooling Account until the Work is awarded and EMD for the Balance Amount (Rs. 8.00 Lakhs) shall be in the Form of Bank Guarantee from any Nationalized / Scheduled Bank valid for a period of not less than 180 days after the Deadline Date for Tender Submission. Further, the Original Bank Guarantee shall be submitted to the Office of the Executive Engineer Traffic Engineering Cell Division, Bengaluru Central City Corporation, NR. Square, Bengaluru – 560002 on or before the opening of technical bids. The Bank Guarantee submitted after the specified time will be deemed for rejection.

The tender processing fee and EMD shall be made in KPP Portal only using any of the following four modes of payment.

Credit Card

Direct debit

Nationalized Electronic Fund Transfer (NEFT)

The EMD in any other form shall not be entertained. The EMD would be returned to all unsuccessful bidders from KPP Portal after the award of project.

Bids submitted in KPP Portal without exact amount of Bid security (EMD) shall be rejected:

BCCC may in exceptional circumstances and at its discretion extend the deadline for submission of bids by issuing an addendum or by intimating all bidders who have been provided with the RFP document in writing and by email and in e-portal (where possible) in which case all rights and obligations of the BCCC project and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

Bids can't be submitted after the due date and the specified time in the KPP Portal.

Bids would be opened through KPP Portal in the presence of all bidders (who choose to be present). The venue of the bid opening is: Office of Executive Engineer Traffic Engineering Cell Division, Bengaluru Central City Corporation, NR. Square, Bengaluru – 560002.

In the event of the specified date of bid opening being declared a holiday, the bids shall be opened at the appointed time and location on the next working day.

1.16 Composition of the Bid

Bids shall be prepared and submitted in Two Cover (Parts): the first part shall comprise the offer letter in the prescribed format, and the Bid Security.

Technical aspects of the bid and the second cover / part shall be the commercial bid specifying the price offer and the commercial terms and conditions.

The technical proposals of all the bidders who have complied with bid submission requirements (Two cover / part submission and provision of bid security in the format and amount indicated) will be opened. After evaluation of technical proposals, the commercial proposals of only those bidders, who qualify in technical evaluation, will be opened.

The venue, date and timing for opening the Technical & Commercial proposals will be as per the dates indicated in the KPP Platform.

All the proposals will be opened in the presence of the bidder's representatives who choose to be present.

Proposal Instructions and Conditions

Response to bid must be direct, concise, and complete. All information not directly relevant to this RFP should be omitted. BCCC will evaluate bidder's proposal based upon its clarity and the directness of its response to the requirements of the project as outlined in this RFP. To assist in the preparation of proposal, BCCC is making available an electronic version of this RFP to prospective bidders.

1.17 RFP Format

1. This RFP provides information regarding the requirements of the Commercual Advertisement on Undepass project, associated services which are included in the Volume 2 titled "Technical Requirements & Specifications".
2. This RFP also includes specific questions about bidder's proposed solution, technical qualifications and capabilities, development, implementation, operations and management approaches and strategy, to facilitate BCCC in determining bidder's suitability as the Underpass Advertiser based on the requirements outlined in this RFP.
3. BCCC seeks a specific proposal responsive to this RFP in every respect and detail, rather than a mere compilation of materials and promotional information. BCCC will appreciate the superior quality and responsiveness of the proposal.
4. As noted above, BCCC is providing a copy of this RFP in an electronic format. The bidder must submit the bid, as separate documents in Two cover through KPP Portal, "Covering letter with bid security" and "Technical Proposal" and a "Commercial Proposal," as described in this Section. The Two sealed covers should be submitted separately for each of the locations through KPP Portal. Failure to submit separate technical and commercial proposals may result in disqualification of the bid.

1.18 Documents comprising the bidders' proposal

Proposal submitted by the bidder shall comprise the following documents:

1. Proposal covering letter and the technical proposal Forms (covering letter is set forth in Annexure 1 of Volume-4 of this RFP).
2. Bid Security in the form of bank guarantee as specified in Annexure-12 of Volume-4 of the RFP.
3. Technical proposal in the format as specified in Annexure-1, 2, 4, 5, 6, 7, 8, 9, 10 of Volume-4 of this RFP. Bidders should add any technical write up to substantiate their proposals.
4. Commercial proposal as specified in Annexure-3 and 13 of Volume 4 of this RFP in the formats provided.
5. Any other information that is required to be submitted in the proposal process

Bidder shall submit with its proposal, inter alia, the following attachments:

1. Bidders shall furnish the required information on their qualifications, technical and commercial strengths in the enclosed formats only. Any deviations in format may make the bid liable for rejection.

1.18.1 Technical Proposal

A printed covering letter on the bidding organization's letterhead with all required information and authorized representative's initials shall be submitted along with the proposal through KPP Portal. Bidders are advised not otherwise edit the content of the proposal cover letter. The technical proposal should contain a detailed description of how the bidder will provide the required services outlined in this RFP. It should articulate in detail, as to how the bidder's Technical Solution meets the requirements specified in the RFP. The technical proposal must not contain any pricing information. In submitting additional information, please mark it as supplemental to the required response. If the bidder wishes to propose additional services (or enhanced levels of services) beyond the scope of this RFP, the proposal must include a description of such services as a separate attachment to the proposal.

Only the selected bidder will have to submit the detailed structural and architectural drawings for the Underpass advertising panel / support systems for obtaining approval from BCCC

The technical proposal shall also contain bidder's plan to address the key challenges of the project.

BCCC is also open to any suggestions that the bidder may want to render with respect to the approach adopted for the assignment in the light of their expertise or experience from similar assignments. However, this should not lead to the submission date being missed or extended.

1.18.2 Commercial Proposal

The electronic version of this RFP should be used to create the bidder's commercial proposal. Unless expressly indicated, bidder shall not include any technical information regarding the services in the commercial proposal.

The commercial proposal must be detailed and must cover each year of the contract term. The terms for the Concession shall be separately indicated. The commercial proposal must be summarized by completing the pricing matrices which are contained in Annexure-13 of Volume-4 of the RFP in KPP Portal form only.

1.19 Signature

All proposals must be signed with the bidder's name and by a representative of the bidder, who is authorized to commit the bidder to contractual obligations. All obligations committed by such signatories must be fulfilled and submitted through KPPP.

1.20 Submission of Proposals

All submissions shall be through KPP Portal.

Both of the copies of the bids attached in KPP platform must consist of the following:

Covering letters with Bid Security.

Technical proposal to be submitted in the prescribed format through KPP Portal only.

Commercial proposals are submitted in the prescribed format through KPP Portal only.

1.21 Period of Validity of Proposals

The proposals, including the Bid Security, shall be valid for a period of 180 days from the date of submission of the proposals. A proposal valid for a shorter period may be rejected as non-responsive. On completion of the validity period, unless the bidder withdraws his proposal in writing, it will be deemed to be valid until such time that the bidder formally (in writing) withdraws his proposal.

In exceptional circumstances, at its discretion, BCCC may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing (or by fax or email).

1.22 Late Proposals

KPP Portal submission do not allow for late submission of bids

1.23 Non-Conforming Proposals

Any proposal may be construed as a non-conforming proposal and ineligible for consideration if it does not comply with the requirements of this RFP. The failure to comply with the technical requirements, and acknowledgment of receipt of amendments, are common causes for holding proposals nonconforming.

1.24 Amendment of Request for Proposal

At any time prior to the deadline for submission of proposals, BCCC, for any reason, may modify the RFP by amendment notified in writing or by fax or email to all bidders who have received this RFP and such amendment shall be binding on them. BCCC, at its discretion, may extend the deadline for the submission of proposals.

1.25 Language of Proposals

The proposal and all correspondence and documents shall be submitted in Kannada / English. All proposals and accompanying documentation will become the property of the BCCC and will not be returned. The documents in submitted KPP Portal will be considered as the official proposal. Submission of any Physical documents will not be allowed.

1.26 Disqualification

The proposal is liable to be disqualified in the following cases:

Proposal not submitted in accordance with this RFP.

During validity of the proposal, or its extended period, if any, the bidder changes his commercial terms.

The bidder qualifies the proposal with his own conditions.

Proposal is received in incomplete form or without signature.

Proposal is received after due date and time.

Proposal is not accompanied by all requisite documents

Information submitted in technical proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.

Commercial proposal is enclosed with the same envelope as technical proposal.

Bidder fails to deposit the Orginal Performance Bank Guarantee (PBG) or fails to enter into a Contract within 15 working days of the date of notice of award of contract or within such extended period, as may be specified by BCCC.

Bidders may specifically note that while evaluating the proposals, if it comes to BCCC's knowledge expressly or implied, that some bidders may have compounded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of proposal then the bidders so involved are liable to be disqualified for this contract as well as for a further period of two years from participation in any of the bids floated by BCCC.

In case the terms and conditions of the contract applicable to this invitation to bid are not acceptable to any bidder, he should clearly specify any deviation, in the format provided in Volume 4 – Annexure-6.

1.27 Modification and Withdrawal of Proposals

No proposal may be withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period specified by the bidder on the proposal form.

1.28 Conflict of Interest

Bidder shall furnish an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the bidder or any prospective subcontractor due to prior, current contracts, engagements, or affiliations with BCCC / GBA (Including sister concern Corporations). Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the bidder to complete the requirements as given in the RFP.

1.29 Acknowledgement of Understanding of Terms

By submitting a proposal, each bidder shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and annexure hereto, and has fully informed itself as to all existing conditions and limitations.

1.30 Site Visit

Bidders are encouraged to visit the office of BCCC and obtain information that they may determine to be useful for preparing response to the RFP. Bidders shall intimate BCCC sufficiently in advance in order to make arrangements for the visits of their authorized personnel. All costs related to site visits and gathering of information shall be entirely borne by the bidders. Bidders shall be responsible for the personnel deputed to undertake site visits. Failure of bidders to carry site visits will not disqualify the bidders during the bid process.

1.31 Conditions

The following terms are applicable to this RFP and the bidder's proposal.

This RFP does not commit the BCCC to enter into a Contract or similar undertaking with the bidder or any other organization and BCCC shall have the right to reject or accept any proposal or offer, or any part thereof (e.g., any component of any proposed solution) for any reason whatsoever. BCCC reserves the right to enter into agreement with more than one bidder; can choose not to proceed with any bidder with respect to one or more categories of services/requirements outlined in this RFP; and can choose to suspend the project or to issue a new RFP for this project that would supersede and replace this one.

Each bidder shall make the following representations and warranty in its proposal cover letter, the falsity of which might result in rejection of its proposal: "The information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the BCCC, is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the BCCC as to any material fact."

BCCC is not restricted in its rights to use or disclose any or all of the information contained in the proposal, and can do so without compensation to the bidder. BCCC shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

Timing and sequence of events resulting from this RFP shall ultimately be determined by the BCCC.

No oral conversations or agreements with any official, agent, or employee of the BCCC shall affect or modify any terms of this RFP, and any alleged oral agreement or arrangement made by a bidder with any department, agency, official or employee of the BCCC shall be superseded by the definitive Contract that results from this RFP process. Oral communications by the BCCC to bidders shall not be considered binding on the BCCC, nor shall any written materials provided by any person other than BCCC.

Proposals are subject to rejection if they limit or modify any of the terms and conditions or specifications of this RFP.

By responding, the bidder shall be deemed to have represented and warranted: that its proposal is not made in connection with any competing bidder submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the bidder did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the BCCC participated directly or indirectly in the bidder's proposal preparation.

Neither the bidder nor any of bidder's representatives shall have any claims whatsoever against the BCCC or any of its respective officials, agents, or employees arising out of or relating to this RFP or these procedures (other than those arising under a definitive Contract with the bidder in accordance with the terms thereof).

Until contract award, bidders shall not, directly or indirectly, solicit any employee of the BCCC to leave the BCCC or any other officials involved in this RFP process in order to accept employment with the bidder, its affiliates, actual or prospective contractors, or any person acting in concert with the bidder, without prior written approval of the BCCC.

Bid Evaluation

1.32 Preliminary examination of the bids

Preliminary scrutiny of the pre-qualification and technical bid will be made to determine whether they are complete, whether required EMD has been furnished, whether the documents have been properly signed, and whether the bids are generally in order. The decision of the

Chief Commissioner, BCCC and of the Council on short listing of agencies is final and binding on the bidders.

Prior to the detailed evaluation, the BCCC will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations.

If a bid is not substantially responsive, it will be rejected by the BCCC and may not subsequently be made responsive by the bidder by correction of the nonconformity.

1.33 Evaluation Procedure & Criteria

Evaluation of the bids will be done in Two stages (compliance to basic requirements, technical and commercial). The following is the procedure for evaluation.

1.33.1 Evaluation of Basic Requirements

Firstly, the documentation furnished by the bidder will be examined prima facie to see if the Bid is substantially responsive and submitted in accordance with the requirements. The submission will also be scrutinized for Bid Security its form and contents. Proposals not meeting the Basic Requirements (non-compliance) will not be processed further beyond this stage.

1.33.2 Evaluation of Technical bids

The evaluation of the Technical bids will be carried out in the following manner:

The bidders' technical solutions proposed in the bid document are evaluated as per the technical evaluation parameters specified in Section 5 of this Volume.

Proposal Presentations: The BCCC may in its discretion invite bidders to make a presentation to the BCCC at a date, time and location determined by the BCCC before opening of bids. The purpose of such presentations would be to allow the bidders to present their proposed solutions to the BCCC committee and the key points in their bids.

BCCC (directly or through appointing a Committee for evaluation) may seek clarifications from the bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. Clarifications provide the opportunity for the committee to state its requirements clearly and for the bidder to more clearly state its bid. The BCCC or the Committee may seek inputs from their

professional, technical faculties in the evaluation process. All clarifications by the bidders will have to be formal and binding on them for performance.

The bidders who qualify in Technical evaluation, only their respective commercial bids will be opened and evaluated.

1.33.3 Evaluation of Commercial bids

The Commercial Bids of the technically qualified bidders will be evaluated as per the evaluation criteria mentioned below:

The bidder who bids for the Highest Ground Rent More than or Equal to the Base Rent will be awarded the work after due approvals from competent authority.

Final Evaluation

Such of those bids which have passed the threshold technical score would only be subject to financial evaluation. The final evaluation would be based on the ranking of the bids subject to commercial scores only.

Award of Contract

1.34 Award Criteria

The Commissioner, BCCC and its delegated authority reserve the right to negotiate with the bidder (s) whose bid have been ranked first / Highest for each of the work by the committee on the basis. If BCCC is unable to finalize a Contract with the bidders ranked first among each work, BCCC may proceed to the next ranked bidder in that work, and so on until a contract is awarded. BCCC reserves the right to present a Contract to the bidder selected for negotiations.

BCCC will award the Contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the best Commercial proposal.

1.35 BCCC's right to accept any Proposal and to reject any or All Proposals

BCCC reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for BCCC's action.

1.36 Notification of Award

Prior to the expiration of the bid validity period, the BCCC will notify the successful bidder in writing or by fax or email, to be confirmed in writing by letter, that the BCCC has accepted

its bid. The notification of award will constitute the formation of the Contract. Upon the successful bidder's furnishing of performance security, the BCCC will promptly notify each unsuccessful bidder in the respective categories.

1.37 Signing of Contract

At the same time as BCCC notifies the successful bidder that its proposal has been accepted, the BCCC shall enter into a separate Contract, incorporating all agreements (to be discussed and agreed upon separately) between the BCCC and the successful bidders. The procurement policy of BCCC subject to the laws of Karnataka will govern the terms and provisions of the Contract. Such agreements shall cover, in detail aspects/terms of the contract such as:

Effective Date and Term

Performance security

Warranty

Payment

Prices

Assignment

Sub-contracts

Liquidated damages

Applicable law

Notices

Change orders.

Taxes and duties

Confidentiality

Arbitration and Dispute Resolution

Force Majeure

Termination and Consequences of Termination

Limitation of liability

Technical Documentation

Project Management

Bidder's obligations

1.38 Performance Bank Guarantee

The successful bidder shall at his own expense provide the BCCC, within fifteen (15) working days of the date of notice of award of the contract or prior to signing of the contract whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) Euivalent to Six Months Quoted / Negotiated Ground Rent as Perfomamnce Gurantee from a Nationalized bank in favour of "Commissioner, BCCC", payable on demand, for the due performance and fulfillment of the Contract by the bidder.

The bank guarantee will be returned after successful completion of Contract Period. The bidder has to make sure that the performamce gurantee will be valid throughout the concession period / contract period at any point of time.

All incidental charges whatsoever such as premium; commission etc. with respect to the performance bank guarantee shall be borne by the bidder. The performance bank guarantee shall be valid for till the end contract period. "Commencement period" is the date on which the date of Aggrement. The performance bank guarantee may be discharged / returned by the BCCC upon being satisfied that there has been due performance of the obligations of the bidder under the Contract. However, no interest shall be payable on the performance bank guarantee by BCCC during the entire contract period whatso ever.

In the event of the bidder being unable to service the Contract for whatever reason, the BCCC would invoke the performance bank guarantee. Notwithstanding and without prejudice to any rights whatsoever of the BCCC under the Contract in the matter, the proceeds of the performance bank guarantee shall be payable to the BCCC as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the Contract. The BCCC shall notify the bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the bidder is in default.

1.39 Failure to agree with the Terms & Conditions of the RFP

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event the BCCC may award the contract to the next best value bidder or call for new bids and forfeit the Bid Security.

Volume-2
Technical Requirements & Specifications

Introduction

Bengaluru Central City Corporation (BCCC) proposes to let out the facade of Underpasses to display commercial advertisements at various identified locations in Bengaluru Central City Corporation Limits.

1.40 Advertisement on Underpasses (Front Facade only on both sides)

The successful bidder shall obey the clauses specified in Volume – 2. The Concessionaire shall comply with the directions / instructions of the BCCC in respect of the said arrangement.

The Concessionaire is permitted to provide outside panels of size 1.5 Mtr (Height) x width of the Underpass only (The Bottom of the panel shall be below the lowest part of the Deck slab). All advertisements shall be of preferably mesh vinyl.

However, no advertisement / panel or any obstruction shall be made in any other part of the Underpass or near by Road or any other infrastructure

The concession period is for 10 years only. Concessionaire from the date of issue of Work order shall install the required panel as per approved designs with in a period of three months only. The Concession period is inclusive of any preparatory work including approval of the panel structure drawings. The concession period is calculated from that day of Aggrement itself.

Ground Rent (to be Quoted Equal / Morethan) fee as mentioned in the following table for each location which shall be increased by 10% annually starting from 2nd year (After Completion of 1st Year with Cumulative Effect). The bidder who quotes Maxiumum Ground Rent (to be Quoted Equal / Morethan) for the said location shall be considered for approval.

Following is the detail of Underpasses for which tender is invited

Sl No	Package No	Location	Base Ground Rent Rs per Year in Lakhs (Excluding the Advertisement Fee & GST) to be Quoted for Package wise	
			For Individual	For Package
1	2	3	4	5
1	**Underpass-1**: Underpass at Maharani College, Ayurveda College & Lulu Mall (Reservation: General Category)	Underpass at Maharani's College on Palace Road.	24.00	48.00
		Underpass near Ayurveda College on Dhanvantri Road	18.00	
		Underpass on Vatal Nagaraj Road Near Lulu Mall.	6.00	
2	**Underpass-2**: Underpass at KR Circle, Tagore Circle & BDA Head Office (Reservation: General Category)	Underpass at KR Circle Underpass Near SSLR Office & BESCOM Office.	13.00	48.00
		Underpass at Tagore Circle on KR Road.	12.00	
		Underpass Near BDA Head Office T Chowdaiah Road	23.00	
3	**Underpass-3**: Underpass at Malleswaram Circle & Dairy Circle (Reservation: SC / ST Category)	Underpass at Malleswaram Circle Underpass on MKK Road & Sampige Road Junction.	14.00	30.00
		Underpass at Dairy Circle Underpass on Bannerghatta Main Road.	16.00	

Note: Otherthan the Base Ground Rent Quoted by the agency, Advertisement Fee shall be paid separatly as per relavant act / rules / bye-laws and GST & Other relavant taxes will attract as per norms.

The Annual Ground Rent / Concession Fee and Advertisement Fee and other Fees will begin from the date of entering into the Aggrement of Underpass and should be paid in advance every year within 15 (fifteen) days from the date of receipt of demand notice from **BCCC Advertisement Department.**

This Annual Ground Rent / Concession Fee would be increased by 10% every year till the end as period by the Concessionaire commencing from 2nd Year (After Completion of 1st Year with Cumulative Effect).

The Concession fee along with the prescribed advertisemnt Fee for the first year should be paid before soon after entering into the aggrement (with in 15 days) from the BCCC. Later payment shall attact an compounding interest rate at the rate of 18% per annuam and penlity of 25% of the value of Total outstanding fee to be paid to the BCCC.

2nd Year onwords this Concession fee along with the prescribed advertisemnt Fee has to be paid in advance. Later payment shall attact an compounding interest rate at the rate of 18% per annuam and penlity of 25% of the value of Total outstanding fee to be paid to the BCCC.

Concessionaire shall obey the advertisement rules / by laws which is part and parcel of the RFP document. The bidders must note that any revision of advertisement tax or updating or modification of the said policy occurring in the future (during course of contract) will also be binding upon the bidder as part of the tender document. The successful bidder should pay the statutory advertisement fee or any fee as mentioned in the advertisement rules / by laws to the concerned department / authority from time to time.

All expenses connected with setting up, alterations and removal of advertisement and maintenance of advertisements etc., if any shall be borne by the Concessionaire. The Concessionaire should attend the complaints pertaining to the advertisement of any violations within 7 days from the receipt of such letter issued to them from time to time by BCCC. In the event emergency such complaints are to be attended with immediate effect not later than 24 Hrs.

1.41 Maintenance & Erection of Advertisement:

The Concessionaire shall bear all costs incurred for display of advertisement on Underpasses and shall carry out the work of fixing and removing the same in a careful manner without doing any damage to the Underpass and the adjoining property (either Govt / GBA / BCCC or private). If any damage is caused to the adjacent properties either public or private, it shall be made good by the Concessionaire at its own cost to the entire satisfaction of BCCC and the bidder must indemnify BCCC on such losses or damages. The Concessionaire shall maintain the

advertisement along with the frame work, if any, in good condition and likewise ensure that the display of advertisement thereon is in a proper and perfect condition.

While the advertisements are being fixed or removed or re-fixed by the Concessionaire, it shall take all necessary safety precautions and if any damage is caused to or is suffered by a person or property of the BCCC or by any third party due to any cause whatsoever, the Concessionaire shall be solely responsible for compensation or damage to the BCCC 's property or the third party as the case may be and the Concessionaire shall indemnify and keep the BCCC indemnified in respect of any claim made there under.

The Concessionaire shall not carry out any addition or alteration to the underpass or adjoining structures unless it is approved by BCCC in writing.

Volume-3
Commercial Specifications

Bidding Specifications

Locations as specified individually are being implemented under this RFP document as mentioned in Volume-2 of the tender document. Each prospective bidder can submit tenders for each location or for all locations individually (except which are reserved, such locations shall be bid by the such persons / agencies belongs to SC / ST Category only) as per section 2 with separate proposal and necessary bid security for each Location. The award will made to the highest bidder for each location or maximum benefit to BCCC. The agencies have to show their capabilities for each of the location separately both Technical and Financial as indicated in Volume-2 and Volume-3.

The award of number of location to each successful bidder depends upon the bidder meeting the required tender capacity. If the bidder has participated in more than one location and if his tender capacity fulfills for only one location, then the BCCC will have the right to award one location that gives highest benefit to BCCC

Bidders are encouraged and urged to verify the revenue potential and arrive at their own assessment before submission of bids.

The term of the Ground Rent (Above the Base Ground Rent) is determined as price quoted by the Concessionaire from the Date of award of work including construction / preparatory period, the construction / preparatory period shall be 3 months for each location which includes designs, obtaining approvals, construction and completion. The Commercial Operation is deemed to be effective from the date of signining the aggrement itself. BCCC and or its nominated agency will conduct the inspection of specifications and construction aspects followed by the concessioner. The successful completion of each frame work for display of advertisement with a Completion Certificate Report by BCCC for each location would signify the Commencement of Commercial Operation.

NOC for Commercial operation can be issued by BCCC in case the concessionaire has completed the work in all respects to the Satisfaction of the Client. In case the concessionaire

fails to complete the said work, then a penalty of Rs. 5 lakh per month for each non completed location will be levied till NOC is obtained for a particular location.

The bidders must make available the certificates and warranties provided by the equipment suppliers along with their commitment to provide annual maintenance contract for the entre concession period.

Putting up of advertisements must comply with the advertisement rules / bye-laws issued by BCCC and or any other appropriate agency. Neither special concession nor exemption from compliance to rules and regulations would be provided to boost the revenue earning potential.

Financing

Financing of the project is entirely the responsibility of the bidder who is selected based on the bidding process. Bidders must indicate the funding mechanism proposed in the bid itself and later keep BCCC informed of the actual funding pattern. Failure to inform BCCC within a reasonable time would be deemed to be a breach of contract. BCCC would not provide for any guarantee or any other document that may be required by the financial institution of the bidders. Bidders should seek funding based on the strength of the contract entered between BCCC and the Concessionaire.

Establishment of economic and commercial viability of the project is entirely the responsibility of the bidder. Though the determination of capital cost and operating costs fall under the purview of the Concessionaire, BCCC may seek clarifications to justify such costs since in the event the Contract is terminated BCCC would have to take recourse to the assets and assign them to other Concessionaire's.

Revenue Model

The bidders shall submit for each of the location for which they are submitting offers a revenue model showing the year wise revenue potential – from advertisements and other commercial activities and expenses towards operation, maintenance, administrative machinery, financial charges, taxes, rentals, depreciation etc. The revenue model should also provide details of capital expenditure and operational expenses for period quoted by the Concessionaire comprising the construction period and a Commercial Operation period. The model shall indicate the committed payments by the Concessionaire to BCCC as concession fee on a yearly

basis (Concession Fee / Ground Rent) during the Concession period of period quoted by the Concessionaire. The concession fee shall be payable on a half yearly basis to BCCC on a committed payment basis and not on the actual performance of the Concessionaire. Thus the risk of realizing less or more revenue and incurring of less or more costs would be assigned to the Concessionaire exclusively. The assumptions for estimating each line item of the revenue model shall be indicated in the offer. The revenue model after negotiation shall form part of the Contract to be entered in to between BCCC and the Concessionaire and shall be a binding document.

Revenue Model would be the key evaluation criterion for each of the packages submitted. A bid that provides the highest price to BCCC in terms of concession payments would be rated as number one in the commercial evaluation. Commercial evaluation would be carried out for each location independently and would not be combined under any circumstances.

Implementation Schedule

The bidders shall submit a detailed implementation schedule for carrying out each of the locations clearly indicating the activities and the scheduled date of completion with indicative commitment of resources. The Schedule shall be detailed for each site with a time table. Implementation Schedule would be one of the aspects on which the bid would be evaluated for selection. Implementation Schedule once negotiated and agreed would form part of the Contract to be entered in to between the Concessionaire and BCCC.

Contract Terms

The Contract to be entered in to between the Concessionaire and BCCC shall include the following clauses:

Effective Date and Term

Performance security

Warranty

Payment

Prices

Assignment

Sub-contracts

Liquidated damages

Applicable law

Notices

Change orders, scope changes

Taxes and duties

Confidentiality

Arbitration and Dispute Resolution

Force Majeure

Termination and Consequences of Termination

Limitation of liability

Technical Documentation

Project Management

Bidder's obligations

BCCC's Obligations

The content of the Contract would be based on the standard terms and conditions for contract award practiced by BCCC for such concession contracts. More specifically the important aspects of the proposed Contract are detailed below:

The Concessionaire shall complete the construction as per the agreed implementation schedule. Any delay in completion and commencement of Commercial Operation shall entail the Concessionaire to pay liquidated damages at the rate of Rs 5.0 Lakh per month of delay for each location reckoned from the date of scheduled date of completion of construction.

BCCC and or its nominated agencies shall have access to the premises at all times for the purpose of inspection and performance measurement. The Concessionaire shall maintain a log of books recording the performance and up time of individual components of the Underpass

system. The Concessionaire shall also obtain periodic compliance certificates from appropriate authorities for advertisements, hoardings and any other commercial activity. These shall be submitted to BCCC for scrutiny and records periodically.

The Concessionaire shall only have the right to use the site earmarked for the Undrpass project and shall not use the site for any other purpose.

The Concessionaire and BCCC should use reasonable efforts to resolve all disagreements or the disputes arising between them under the Contract or in connection with it by means of direct negotiations. If any dispute remains unresolved for a period more than one month then it shall be referred to the process of Arbitration as envisaged in the Contract.

Consistent non-performance and under performance by the Concessionaire with respect to identified performance indicators would be deemed as a breach of Contract and repetitive breaches would entail the Contract liable for termination.

The Concessionaire shall obtain prior approval of BCCC while engaging the services of Contractors and sub-contractors to ensure compliance to Standard Procedures for such engagements.

The Concessionaire shall obtain and maintain insurance of all the assets and personnel at all times during the concession period. BCCC shall be termed as co-beneficiary in all the insurance policies taken by the Concessionaire.

The Agency shall pay Concession fee (concession payments) in advance every year as per prevailing Advertisement rules / by laws or as per modified/updated policy during the concession period. Failure to make the concession payments as per agreed schedule would entail the Contract to be terminated with damages recoverable from the Concessionaire.

The Concessionaire shall hand over the assets at the end of the concession period in a good working condition along with spares and other contracts to continue the operation and maintenance.

Volume-4

Forms For Bid Submission

Annexure-1: Technical Proposal Forms as uploaded in KPP portal.

Annexure-2: Qualification Information (Financial)

The information to be filled in by the

1.1 Constitution or legal status of Bidder [Attach copy]

Place of Registration _____

(Attach Copy)

Principal place of business: _____

1.1 Financial Turnover during

Year	In Rs. Lakhs
2021-22	
2022-23	
2023-24	
2024-25	
2025-26	

1.2 Work performed as Prime Concessionaire (in the same name) on works of similar nature over the five years.

Project Name	Name of Employer	Description of Work	Contract Number	Value of work Rs. Lakhs	Date of issue of work order	Specified period of completion	Actual date of Actual date of	Remarks explaining reasons for delay in completion of work
1	2	3	4	5	6	7	8	9

1.3 Bidders liquid assets / availability of credit facilities

Annexure-3: Commercial Proposal Form (pl. see in KPP portal)

Note: to be uploaded in Cover-2, Financial Bid Only

Annexure-4: Details of experience in similar projects

To be furnished for each of the relevant and similar projects executed by the bidder – please do not mention on-going or incomplete projects here.

Sl No	Name of the Project	Client Details	Value of the Project	Type of contract – Turnkey/ BOOT/ BOT/ DBFOT etc.	Status of the project – timely completion / cost over runs / meeting the design objectives
1	2	3	4	5	6

Annexure-5: Format for Providing Previous General Experience

Sl No	Name of the Project	Client Details	Value of the Project	Status of the project – timely completion / cost over runs / meeting the design objectives
1	2	3	4	5

Annexure-6: Format for Statement of Deviation(s) from Scheduled Requirements

Sl. No.	Reference of Clause No. & Page No.	Deviation in the proposal	Brief reasons
1	2	3	4

Annexure 7: Request for Clarifications (RFC)

Bidders requiring specific points of clarification may upload the pre bid quires only at the KPP Portal only.

Annexure 8: Underpass Advertisement Structure

Please provide the following in detail for the proposed at Underpass:

Concept design and drawings

Health & safety considerations

Use of failsafe mechanisms

Selection of suppliers and sub-contractors

Selection of sub-systems, components and material

Use of indigenous material and standard components

Annexure 9: Methodology & approach (level of understanding of the RFP)

Understanding of overall concept and design

Conformity to local laws and regulations

Meeting the standards in RFP

Acceptability of structural design

Demonstration of a quality assurance program with emphasis on pedestrian service and improvements

Reflection of actual ground level data as existing at chosen sites for the Underpass with lift and with or without escalator and staircase on both sides

Annexure-10: Implementation schedule and plan

Bidders should provide the following details in respect of the implementation schedule:

Gantt chart

Critical Activities

Resource requirements

Annexure-11: Manpower Details during Implementation and O&M

Bidders provide the details of the following to establish credibility for project management, operation, and maintenance.

Organization chart

Details of manpower to be deployed

CVs of key personnel

Annexure-12: Bid Security (EMD) (as per KPP portal)

Annexure-13: Format for Commercial Bid – each Location (as per KPP portal)

Sl No	Location	Base Ground Rent Rs per Year in Lakhs (Excluding the Advertisement Fee & GST)	Annual Ground Rent Quoted by the Agency in Rs.
1	2	3	4
1	**Underpass-1**: Underpass at Maharani College, Ayurveda College & Lulu Mall (Reservation: General Category).	48.00	
2	**Underpass-2**: Underpass at KR Circle, Tagore Cicle & BDA Head Office (Reservation: General Category).	48.00	
3	**Underpass-3**: Underpass atMalleswaram Circle & Dairy Circle (Reservation: SC / ST Category).	30.00	

Note:

1. The successful bidder should pay all statutory taxes to Central, State, local bodies etc., such as advertisement tax, GST, etc. whoever is applicable in addition to the Concession fee Ground Rent to the BCCC.
2. The Selection of Agency shall be on the Highest Bidder who quotes above the base ground rent as specified above. If the bidding price is lessthan that of base price such tenderes will be rejected.
3. The details of payment to be made to BCCC compulsory annually before the start of the year are as below:

Sl No	Location	Base Ground Rent Rs per Year in Lakhs (Excluding the Advertisement Fee & GST)	Incremental Increase in %
1	2	3	4
1	**Underpass-1**: Underpass at Maharani College, Ayurveda College & Lulu Mall (Reservation: General Category)	48.00	10% per annum commencing (with Cumulative Effect) from 1st year onwards (After Completion of 1st Year)
2	**Underpass-2**: Underpass at KR Circle, Tagore Cicle & BDA Head Office (Reservation: General Category)	48.00	
3	**Underpass-3**: Underpass atMalleswaram Circle & Dairy Circle (Reservation: SC / ST Category)	30.00	

4. The successful bidder shall be selected at Highest Quoted Ground Rent quoted by the Concessionaire.
5. After period of the concession, the whole structure (Including all accessories on as is where is basis) will be the property of the BCCC / GBA. Hence the concessionaire shall hand over the Underpass in good terms after completion of concession period.
6. If any one / all of them quoted the Ground Rent less the prescribed. Then EMD of such bidders will be forefitted and banned / block listed from further tender process.
7. If the Highest Quoted Rate is below the Base Price so fixed, then all such teneders will be calvelled and retendered.

Appendix 14: Format of Bank Guarantee for Performance Security

To:

Executive Engineer, Traffic Engineering Cell Division,

Bengaluru Central City Corporation

Bengaluru-560002

WHEREAS _____ *[name and address of Concessionaire]* (hereinafter called "the *Concessionaire*") has undertaken, in pursuance of Contract No. ____ dated _____ to execute " Selection of Advertisement Agencies for Exclusive Commercial Advertisement Rights on Underpasses including their Operation and Maintenance, under Bengaluru Central City Corporation (BCCC) Limits for 10 Years at _____(Specify the location for which they are quoting)" (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the *Concessionaire* shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee.

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs._____ *[amount of guarantee]* Rupees_____ _____*[in words]*, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the *Concessionaire* shall in any way release us from any

liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the issue of NOC for Commercial operation.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____